



February 17, 2005

Lake County Data Processing Center
2293 North Main Street,
Crown Point, IN 46307

Re: Partial Permanent Transfer of Microsoft® Open Licenses

Dear Mark Pearman,

Microsoft Licensing, GP ("Microsoft") understands that, on June 30, 2004, Lake County Data Processing Center ("Transferor") transferred certain assets to Manatron Incorporated ("Transferee"), including its license rights to use those copies of Microsoft software products previously acquired by Transferor pursuant to the Microsoft Open Licensing Program ("MOLP") Agreement between Microsoft Corporation and Transferor ("License Agreement"), as itemised in Schedule "A" to this letter (the "Software").

Microsoft consents to Transferor's transfer of its Software license rights to Transferee subject to the following terms and conditions:

1. Transferee agrees and acknowledges that its use of the Software pursuant to this letter shall be governed by the terms and conditions of the License Agreement, except to the extent those terms and conditions are modified by this letter.
2. Transferee acknowledges that the transfer of license rights to the Software pursuant to this letter shall not extend any product support or warranty obligations of Microsoft.
3. Transferee acknowledges that it is acquiring no rights to upgrades or maintenance concerning the Software and that if it wishes to acquire such upgrades or maintenance, it will need to do so through separate acquisition.
4. Transferee acknowledges that its license rights to use the Software shall not be assignable without the written consent of Microsoft.
5. The transfer of license rights to the Software pursuant to this letter shall be effective as of the Transfer Date.

Please confirm acceptance of these terms and conditions by signing below where indicated. Please then present this letter with the attached Schedule to Transferee for their approval and execution. When the letter has been fully signed, return one original to Microsoft Licensing, GP at following address and file another copy for your reference.

Microsoft Licensing, GP
6100 Neil Road, Suite 210
Reno, Nevada USA 89511-1137
Dept. 551, Volume Licensing

Sincerely,

Microsoft Licensing, GP

By 


Name (Print) Jose Sandoval
Contract Administrator

Title

MAR 01 2005
Date

Accepted on behalf of
Lake County Data Processing Center

By signing this Agreement, I also acknowledge that
I am authorized to sign on behalf of Lake County Data Processing Center.



By

Mark Pearman
Name (Print)

Executive Director
Title

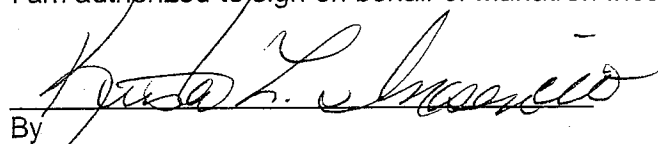
2/23/05
Date

IMAGING
PROPOSAL 2

Accepted on behalf of
Manatron Incorporated

By signing this Agreement, I also acknowledge that
I am authorized to sign on behalf of Manatron Incorporated.

By



Krista L. Inosencio
Name (Print)

Chief Financial Officer
Title

Feb. 25, 2005
Date

Software Licenses transferred from Lake County Data Processing Center to Manatron Incorporated

[illegible]